

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

IN RE:
JAMES M LITTERAL III
ALLISON LITTERAL
Debtor(s)

CASE NO.: 6:15-bk-05177-CCJ
CHAPTER 13

MOTION TO APPROVE LOAN MODIFICATION AGREEMENT

NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider this motion, objection or other matter without further notice or hearing unless a party in interest files an objection within twenty-one (21) days from the date of service of this paper. If you object to the relief requested in this paper, you must file your objection with the Clerk of the Court at 400 W. Washington St., Suite 5100, Orlando, Florida 32801 and serve a copy on the Debtor's attorney, Brian Michael Mark, Esquire, Mark & Brown, P.A., 5728 Major Blvd., Ste. 502, Orlando, FL 32819.

If you file and serve an objection within the time permitted, the Court will schedule a hearing and you will be notified. If you do not file an objection within the time permitted, the Court will consider that you do not oppose the granting of the relief requested in the paper, will proceed to consider the paper without further notice or hearing and may grant the relief requested.

COME NOW the Debtors, James M Litteral III & Allison Litteral, by and through their undersigned counsel, and file this Motion to Approve Loan Modification Agreement with Specialized Loan Servicing LLC ("Creditor") and state as follows:

1. Creditor holds the mortgage on Debtors' primary residence, located at 4201 Lake Gentry Road, Saint Cloud, FL 34772.
2. The terms of the permanent loan modification are as follows:
 - a. "New Principal Balance" is \$341,254.30
 - b. Maturity Date: October 1, 2046

YEARS	INTEREST RATE	INTEREST RATE CHANGE DATE	MONTHLY P & I PAYMENT AMOUNT	ESTIMATED MONTHLY ESCROW AMOUNT*	TOTAL MONTHLY PAYMENT*	PAYMENT BEGINS ON	NUMBER OF MONTHLY PAYMENTS
1-5	2.000%	5/1/2016	\$1,248.73	\$891.06 May adjust periodically	\$2,139.79 May adjust periodically	6/1/2016	60
6	3.000%	5/1/2021	\$1,399.40	May adjust periodically	May adjust periodically	6/1/2021	12
7-30	3.625%	5/1/2022	\$1,495.20	May adjust periodically	May adjust periodically	6/1/2022	293

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

3. The modification agreement should be filed in the public records of Osceola County, Florida.
4. Payments to the Chapter 13 Trustee constitute timely payments to Creditor, and should be sent to the following address: Specialized Loan Servicing LLC, 8742 Lucent Blvd. Suite 300, Highlands Ranch, CO 80129.

WHEREFORE, the Debtor respectfully requests an Order Granting Motion to Approve Loan Modification Agreement, to direct Specialized Loan Servicing LLC to file the agreement with Lake County, Florida, to order that payments to the Chapter 13 Trustee constitute timely payments to the Creditor, and such other relief that may be deemed proper and just.

/s/ Brian M. Mark
Brian M. Mark, Esquire
Florida Bar No. 134207
MARK & BROWN, P.A.
5728 Major Blvd., Ste. 502
Orlando, FL 32819
Telephone: (407) 932-3933
Telecopier: (407) 932-3965
ATTORNEY FOR DEBTOR

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by either U.S. First Class Mail or CM/ECF, postage prepaid, this 19th day of May 2016 to: Laurie K. Weatherford, Trustee (through Electronic Case Filing);), Buckley Madole, PC, Attn: Julian Theodore Cotton: Julian.Cotton@BuckleyMadole.com; Specialized Loan Servicing LLC: through DMM Portal; and to the Debtors, James M Litteral III & Allison Litteral, 4201 Lake Gentry Road, Saint Cloud, FL 34772.

/s/ Brian M. Mark
Brian M. Mark, Esquire
Florida Bar No. 134207